

Merchants and Farmers Bank e-Statement Agreement and Disclosure

This Merchants and Farmers Bank e-Statement Agreement and Disclosure provides Customer consent to receive bank statements, notices and disclosures for your selected bank account(s) by electronic delivery, called e-Statements via the Bank's Online Banking service. The terms of this Agreement are in addition to those that apply to an account or service you have with us. The terms of the e-Statement Agreement and Disclosure are:

- **e-Statement Requirements:**

- Personal Computer with Internet Access;
- Latest version of Adobe Reader;
- Merchants and Farmers Bank Online Banking access;
- e-Statement Customer Agreement ("Agreement");

- **General** By accepting this Agreement, you have elected to receive e-Statement services ("Services") to be provided by Merchants and Farmers Bank ("Bank") as described from time to time in information distributed by the Bank to its customers, and the Customer further agrees as follows:

Customer must be an owner of all accounts you wish to access electronically.

Customer hereby requests and authorizes Bank to send notice of regular periodic accounts statement(s) to Customer, in lieu of paper copy, in electronic format for all accounts designated through the enrollment process to be viewed through Bank's Online Banking Service. By utilizing the Services, Customer agrees to be bound by all rules and regulations applicable to Customer's deposit account and any other contract for services at Bank as established and amended by Bank.

Customer agrees to receive initial and periodic account disclosure information in an electronic format. Customer agrees that e-Statements satisfy any and all requirements for the Bank to send periodic written statements or notices for this account. Customer understands your duty to exercise reasonable promptness in examining the e-Statement which includes electronic debits and cancelled checks for unauthorized signatures, alterations, forgery, posting errors, etc... The statute of limitations governing these responsibilities will commence at the time you receive notice of your e-Statement availability. We must hear from you no later than 60 days after your statement is available to you on which an error or problem appeared. Bank will provide this information in a clear, conspicuous manner that the Customer can print using the hardware and software specified above. A copy of said disclosures may also be viewed at the Bank's Website, www.mfbanknet.com. The consent granted in this paragraph applies to all accounts designated through the enrollment process. Bank will notify Customer of any material change in hardware and software required for retrieving this disclosure information.

Customer understands that you have a right to obtain a paper copy of any of the above described disclosures or e-statements. To obtain a paper copy, the Customer must make a specific request to the main bank location at 500 Hwy 65 S Dumas, AR 71639. In some cases, research fees specified in the Bank's Schedule of Fees and charges may apply to the Customer's request pursuant to this paragraph.

- **Termination or Equipment Failure** Customer understands your right to revoke this Agreement and thereby withdraw consent to communicate with Bank electronically. In order to withdraw consent and terminate this Agreement, Customer must notify Bank in writing at: Merchants and Farmers Bank, Attn: Bookkeeping Department, PO Box 187, Dumas, AR 71639-0187 or by visiting the Bank located at 500 Hwy 65 S Dumas AR 71639. Termination of the Agreement will be effective within 30 days of the Bank's receipt of the written termination notice. There are no fees associated with terminating this Agreement.

Customer agrees to notify the Bank immediately if Customer is unable to access any of the information that has been delivered by the Bank in an electronic form or manner.

Customer understands the Bank will attempt to send e-Statement notification to the email address Customer has provided one time per statement cycle. If the message is returned as “undeliverable”, the Bank will mail that statement to Customer via U.S. Postal Service and Customer’s account will be reverted back to paper statements and notices.

Customer may be required to provide the Bank with signed, written notice if Customer’s electronic email address changes. Customer agrees to keep the Bank informed of any e-mail address change. Allow 3 business days for your new e-mail address to be updated within the Bank’s System.

- **Disclaimer of Liability** Bank does not guarantee the delivery of any email notification, nor liability of losses or damages arising from non-delivery, delayed or mis-delivery. Factors affecting these email notifications are solely between you and a Third Party that you designate, such as an Internet Service Provider or Phone company. Bank makes no representations or warranties whatsoever with regard to Third Party Service Providers products or services. Likewise, Bank makes no warranty of any kind, express or implied that the e-Statement services will be uninterrupted or error free. Bank shall not be responsible or liable for: consequential or incidental damages for negligent performance by Bank of its services; damages arising from unauthorized access to e-Statement Services; and/or any costs associated with updating, modifying, accessing or terminating the Customer’s software or hardware. Customer agrees that neither Bank nor suppliers or directors, officers or employees will be held liable for any technical, hardware or software failure of any kind, any interruption in the availability of the Service, any delay in operation or transmission, any incomplete or garbled transmission, computer virus, loss of date or other similar loss.

- **Additional Terms**

Customer represents and warrants to the Bank that each individual who is to have access to Customer accounts and information through the Services is hereby authorized to access this account information. Each Customer will also designate a password as required by various Services. Generally, passwords should consist of at least 8 digits (which includes 2 numeric digits). Once selected for each user, a password is to be used only by that individual and protected from use by others. Customer agrees that Bank’s security procedures are commercially reasonable.

Unless otherwise noted, the meaning of terms used in this Agreement and in information incorporated herein shall be defined by the applicable provisions of the Arkansas Uniform Commercial Code.

The laws of the State of Arkansas shall govern this Agreement and all transactions hereunder. Customer acknowledges that he/she has reviewed this Customer e-Statement Agreement and Disclosure, understands the terms and conditions set forth herein, and agrees to be bound hereby.

The Agreement may be terminated or limited by the Bank upon reasonable notice for any reason at Bank’s sole discretion.

Merchants and Farmers Bank

PO Box 187 / 500 Hwy 65 S

Dumas AR 71639

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